

TO

## THE SECRETARY TO THE CORRESPONDING COMMITTEE OF THE C. M. S.

MADRAS

RE

THE SYRIAN CHURCH ENDOWMENT.

MALAYALA MANORAMA PRESS KOTTAYAM.

1902

## ALETTER

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RE
THE SYRIAN CHURCH ENDOWMENT.

MALAYALA MANORAMA PRESS KOTTAYAM, 1902 would "not be called to compromise anything of the dignity and perity of his Church." \* The English clergyman, in reply, promised that the Church of England "did not wish to degrade, but rather to protect and defend it." In other words, the Syrian Metropolitan and the English Chaplain mutually agreed in behalf of their respective Churches to an understanding which was open to either party to revoke at pleasure, the Metran expressly stipulating that the missionaries should not interfere with the polity and teachings of the Syrian Church. But there is reason to believe that the good Doctor was not without hopes that the Syrian Church may ultimately be absorbed by his own, for we find it stated by him that : Col. Macaulay has been fortunate enough to incline the Travancore Court to the belief that all the Christian Churches are, and necessarily must be, cognizable, in respect of interior arrangements and the appointment of Bishops by the Christian king who is now Sovereign of India." §

3. Long before the proposed union was effected, the Metropolitan of the Syrian Church had invested a fund in Government securities for educational purposes, and also established a college. at Kottavam to carry out the designs of the endowment. In the words of Col. Munro, the Resident of Travancore, "the principal object of the establishment of a college at Kottayam was to instruct the Catanars (clergy) and officiating priests among the Syrians in a complete knowledge of the Syriac language...... With the study of the Syriac language would of course be combined that of the Scripture and other religious books written in that language. Another object was to procure copies of the Scriptures in the Syriac language..... The plan of the College was also intended to comprehend a system of instruction in Malayalam to the priests and the laity, and translating the Scriptures and religious books into that language for general circulation and use;" and the object of increasing the college fund by extraneous help

Vide Buchanan's letter dated Kandanad, 24th Nov. 1806, in his "Christian Researches" pp. 130 and 131. (Page: vary in different editions. Hence the reference to the date of the letter.)

<sup>§ &</sup>quot;Memoirs of the Life and Writings of the Rev. Claudius Buchanan' by Hugh Pearson, 4th Edition, p. 255.

was "to prosecute the study of the Holy Scriptures according to the eastom of their (Syrian) sect." •

- 4. From the above quotations, it may be fairly presumed that the Syrian Metropolitan opened an educational institution without the instrumentality of the Anglican missionaries, though not without the good offices of the British Resident and that the chief aim of the institution and its endowments was the instruction of the virian clergy and laity in the Syriac language and the Seriptures and religious books written in that language, according to the custons, rites and teachings of that ancient Church. The Delate who founded the Syrian college was Mar Dionysius Purces.
  - 5. About this time, Col. Miniro, British Resident sought means to give effect to the understanding entered into between Dr. Bulbanan and Mir Dionysins the Great, and with that view, he was a strumental in getting down the Reverends Norton, Bailey, Baker and Fenn of the Church Missionary Society. The Syrian Metropolica, Mar Dionysius Punnathara (successor of the founder of the cell're) received them cordially and allowed them to edoperate with his in the administration of the college and its funds and to take profit the instruction given there. A union was thus union this lifected was of the above understanding. I The union this lifected was of the unequirocal understanding that the unionsies could not and should not interfere with the doctrine and therety of the native Church; their sole aim being withe getral understanding the Syrian Community," " "politically morally hid regionsly."
    - 6. The piorer works of the missionness were apparently in accounce wh this understanding. The Metran had full con

<sup>•</sup> See and of Aitrators, para 2 and James Hough's "History of Christian, in Indii Vol II p. 325.

<sup>†</sup> Vid "Essay of the Syrian Church and Community" by Rev. G. CuricC. M. S. P. 67 & 70.

Communo's Reprint to the Government, Dated 30th March 1618, publishen "the Proedings of the C. M. Society, 1819-1820" pp 339 & 34

<sup>&</sup>amp; Aw of Arbitrate para 4.

fidence in them, and they were, therefore, allowed to take an active part in the management of the seminary and in the administration of the trust. They were also permitted to preach in Syrian churches. The college fund which, before the arrival of the missionaries, was increased by a donation of Rs § 8,000 by the Travancore Government was, during this joint administration, further augmented by a grant of Rs 21,000 and of an estate called Munro Island from E. H. the Ranee-of Travancore, as "an endoument for the support of the college," and for 'the exclusive gracit of the Syrian Community."

- 7. The union, however, did not last long. It existed during the life-time of Mar Vionysius Punnathara, covering a period of eight years, and also during the first ten years of the episcopacy of his successor, Mar Dionysius Chonat. It is very important to rensider what was the immediate cause of the rupture.
- 8. The object of deputing English missionaries to work among the Syrians was, it is said, "to reform without disintegrating the the Syrian Church, to help it "in fact to reform itself from within." I "The business of the Society's missionaries," said the Revd. H. Baker, Senior, "is not to pull down the ancient Syrian Church and to build another on some plan of their own, out of the materials; our object is to remove the rubbish and to repair the decayed places of the existing Church. We are but advisers and helpers to such as are willing to, hear." § "Their policy," said another missionary, was "to alter as little as possible, so that the character and in lividuality of the Church might be preserved." ‡
- 9. These, indeed, were the avowed objects of the Mission, and the authorities at home seem always to have insisted upon that policy. But it is doubtful if the spirit and tenor of the instructions of the Mission were faithfully adhered to by the missionaries on the spot. In 1821, Bishop Middleton was informed that "there was great reason to hope for a rapid approximation of the ancient

<sup>\*</sup> Vide Resident's letter above referred to and the award paras 4 & 12.

<sup>&</sup>quot; Roe's "Syrian Church in India" p., 285.

<sup>&</sup>quot;The Missionary Register" for 1820, p. 329.

<sup>?</sup> Rae's above work, p. 285.

and venerable community to the doctrines and disciplines of the Church of England, and that it was really in contemplation to introduce the English liturgy into the Syrian Crurch." The good Bishop burried to Cochin apparently to ascertain if the work of the few English missionaries had borne fruit so rapidly as it was represented to him. The result of his conversation with the Metran was, as the Bishop hims if writes, "the Syrians are much in the same state in which I left them four years and a half ago, that there is no visible approximation to the Church of England."

- 10. As a matter of fact, the Syrian Church pever contemplaced the introduction of the English liturgy into her service. but the missionaries dreamed so, because, as one may naturally conclude, it was their premeditated design. In other words, the system of "removing the rubbish and repairing the decayed parts." was, in the opinion of the missionaries, to be carried out by actual introduction of the English liturgy into the Syrian Church. That they really had this design in their contemplation is also clear from their earnestness to translate and publish the English book of Common Prayers. Before the publication of the Holy Bible, Catechisms and other books which were likely to remove the supposed rubbish, they devoted themselves first to issue the book of Common Prayers in the vernacular, as if a compilation made under the inspiration of Calvin & Bucer were a better book to 'reform without disintegrating the Syrian Church' than the inspired writings. On Sunday the 29th of November 1318, the Rev. Mr. Norton read the English liturgy in the Syrian church at Mavelikara. 1 Mr. Bailey made presents of the Books of Common Prayer to all parish churches and priests. §
- 11. The natural conclusion which a disinterested person can draw from the above facts is that the real design of your missionaries since their first arrival in Malabar was the total conversion of the Syrian Church into the Anglican communion and the substitution of the Anglican liturgy and form of worship in

<sup>\*</sup> Le Bas' "Life of Bishop Middleton." Vol. IL pp. 205 & 206.

<sup># &</sup>quot;Proceedings of the Church Missionary Society, 1819-1820," p. 345.

Do. p. 178.

the room of the Syrian. When it was found that the immediate Conversion of the Syrian Church was not a task as easy as it was originally supposed to be, Bishop Wilson of Calcuta, who visited Malabar in 1835, made certain mild proposals of changes to be made in the government, discipline, and liturgy of the local Church. These proposals were (among others)

- (1) That the accounts of receipts and expenditure in parish churches should be subjected to the approval of the British Resident or of the person nominated by him.
- (2) That none should be ordained before the production of a certificate from the missionary Principal of the college.
- (3) That the practice of praying for the dead and the system of maintaining priests by means thereof should be discontinued.
- (4) And that the liturgy should be translated in a condensed form, removing what appeared to His Lordship certain objectionable parts.
- 12. At first sight, the first proposal looks as if intended solely to protect the funds from waste and misappropriation. The British Resident was not likely to check all accounts himself. If once the proposal were agreed to, the Resident was expected to transfer the duty to the missionaries, than whom no better person he could nominate at that time, and the final consequence would be that missionaries were certain to get control over the finances of the Church. By the second proposal, they could prevent the ordination of caucildars who were not inclined to approximate to the teachings of their Church. The third and the fourth proposals had direct reference to abrogation of ancient rituals and doctrines. Hence, the Community, in Synod assembled, declined to accept the proposals, as being in contravention of the character of the original understanding. They also urged that changes of this character required the Patriarch's sunction before their adoption.

<sup>§</sup> Vide Bishop wilson's sermon preached at Kottayam, translated and printed in the C. M. S. Press, in 1836.

Vide copy of the resolutions of the Synod of Mavelikara kept in the Resident's office at Trivandrum.

- 13 The result of this attempt of the missionaries to tamper with the doctrines and practices of an ancient Church was bitter jealousy between the parties. They could not believe each other. The missionaries began openly to teach in the college and preach in Syrian churches, doctrines contrary to the accepted teachings of the Syrian Church. The Metran, for his part, had to disperse students and forbid their attendance. The Bevd. Joseph Peet forcibly opened the college treasury and carried away all the documents, accounts, moneys, books, ornaments and other articles, till then kept under the joint lock of the Metran and the missionary representative in the college-an act now amounting to criminal trespass punishable under the Penal Code, then justifiable only on the ground that "might is right."
- 14. The next step taken by the missionaries was the engagement of paid agents to revise the Syrian Liturgy and the production of a version thence forward called "half mass." After all, what were the objectionable parts the missionaries detected in the Syrian liturgy? They were, (1) Prayers for the faithful dead, without a belief in Purgatory; (2) a belief in the Real Presence, without admitting Transubstantiation as defined by the Council of Trent; (3) the invocation of the Elessed Virgin Mary and the Saints in the simple words "pray for us." without any worship, adoration, or use of images; (4) an acknowledgment that the Holy Eucharist is also an unbloody sacrifice; and (5) the consecrated wine.
- 15. We all know that the above so called "errore of the Syrian Church" are more or less recognised and enforced by a not inconsiderable section of the Divines of the Church of England, reputed for piety and theological attainments. Bishops Cosin, Barrow and even Heber, a predecessor of Bishop Wilson, were practicing prayers for the faithful departed. \*Recently, the Archbishop of Canterbury himself authoritatively directed prayers to be offered for the Englishmen slain in the Transval war, on the strength of a precedence of the latter part of the 18th

Vide "After Death" by Canon Luckock PP, 247 to 252.

century. \* That portion of the Church of England that observes all or almost all the above mentioned so called errors is as much orthodox and enlightened as the opposite party and is entitled to all the privileges and Senefices in the established Church. But the Syrian Church which practiced them was supposed to have been guilty of an unpardonable heresy. In short, the missionaries wished by the above proposals of Bishop Wilson, to arrogate to themselves the right of nominating candidates for admission to Holy Orders in an ancient and independent Church; of approving or disapproving items of expenditure out of the revenues of a Church in the accumulation of which they had not invested a single pic; of removing all of a sudden doctrines and practices that had been in vogue in the Syrian Church and in all Christian Churches throughout the world from the earliest ages of Christianity; and or revising a liturgy of which the Rev. Mr. Palmer, author of Origines Lu gica remarked that it had existed in the third, nay even in the second century t- all these they claimed on the strength of a tacit consent of a Syrian Metran to such a union with the Church of England as "should appear to both Churches practicable and expedient," on a distinct understanding that the Syrian Church would "not be called to compromise anything of her dignity and purity"; and it was the interference of the missionaries in such admittedly not unscriptural teachings that led to the unfortunate rupture of 1836, and it was to change such ancient customs that the C. M. Society sacrificed a large amount of money in wages and salaries paid to Catanars and lay agents employed to revise the Syrian liturgy. It is, therefore, no wonder if the Syrians, thenceforth, began to suspect the good faith of your missionaries, to accuse them of equivocation, and to regard them as wolves in sheep's garb.

16. The subsequent dealings of the missionaries only tended to enhance this suspicion. When Bishop Wilson visited some of the Syrian churches, he met "no Virgin Mary, no crucifix, no gaudy ornaments, no shrines for the host." He found the Syrian service "a mixture of admirable and most spiritual prayers,

 <sup>&</sup>quot;The Macras Mail" of the 6th of April 1900.

<sup>†</sup> Origines Liturgicae by the Rev. W. Palmer, Vol. I, 1832, p. 42.

with superstitious language about the Virgin Mary and Saints; and with regard to the general moral character of the Syrians, he says that it "much surpasses that of the Romo-Syrians, of the Portuguese Catholics and of the heathen."

- 17. In spite of such eulogistic remarks of their Metropolitan the local missionaries, lowever, indulged in viitication and ridicule of this ancient Church. Rev. Henry Baker Junior reports that he used to punish people for attending Syrian Mass and that he actually dismissed a teacher "for paying more respect to the Syrian than to his own (adopted Anglican) Church." ‡ Another missionary designated the Syrian Eucharist, "a most wretched piece of baffoonery," † notwithstanding the "admirable and most spiritual prayers," met by Bishop Wilson. A third Anglican pastor considered himself "a painful spectator of their mass," and remarks about their celebration, that "a young Catamar, during the whole hour, made a great fuss before the altar." "
- 18. If you will kindly refer to the statistics of the Anglican diocese of Travancore and Cochin, you will find that it is composed, for the most part, of proselytized Syrians, and that your missionaries have pulled down the Syrian Church and built another out of the materials.
- 19. From the above observations, it will appear that, so far as their dealings with the Syrian Church are concerned, the object of your missionaries was exactly that of the emissaries of the Roman Church, viz the absorption of the Syrian Community into their respective communion, and both have succeeded to a great extent, as may be judged from the nationality of the members that con stitute the branches of their Churches in these parts. There is, however, one difference. The latter resorted to force and cruelty to attain their end, whereas the former employed no violent means! Had the work of your missionaries been carried on in the 16th

<sup>&</sup>quot; "Bishop Wilson's journal Letters." pp. 95, 97, 101 and 102.

<sup>2</sup> Vide Madras C. M. S. Records Vol. XIII pp. 27 & 212,

<sup>†</sup> Vol I p.183,

<sup>5</sup> Vol. II p. 82.

century when the word religious toleration in its present sense had not been sounded even in the ears of English and German Reformers, we fear they would not have scrupled to imitate the policy of Menezis. On the other hand, had Menezis been a Roman Catholic Bishop in the 19th century, he would not have dared to resort to all the ernel measures he employed.

- 20. It may be argued that your missionaries were sincere and bonafide; they were bonestly attempting to remove superstitions from the Syrian Community and to bring them to the right path of salvation. The same may be said of Menezis with greater force. He was not less adxious for the salvation of Syrians. He sincerely believed that no Christian out of the pale of the Roman Church could be saved. He offered to risk his life for the supposed redemption of the natire Christians from etornal dumnation. On the other hand, your missionaries never believed that the Syrian Church was beyond the pale of Salvation. Under such circumstances, the conduct of Archbishop Menezis was more excusable.
  - 21. With the above historical facts, may I humbly submit that the unfortunate rapture between the Syrians and the missionariewas the unavoidable result of the interference of the latter in matters connected with the doctrines, discipline and liberty of the former, which Dr. Buchanan had, as a condition of union, promised to defend and protect? The Syrian Church was true to her promise. She cannot be charged with any breach of faith. On the other hand, by their departure from the lines originally laid down and by their attempt te encroach upon the dignity and liberty of the local Church in atter violation of the promise which their great pioneer had made in their behalf, the missionaries disqualified shemselves to administer the joint trust.
  - 22. In consequence of the above differences, it was found necessary to effect a separation; and the British Resident, at the instance of the missionaries caused several of the landed properties and ornaments to be sold, and the proceeds of the sale were deposited in the Residency, pending the disposal of the question. The loss inflicted upon the trust by this ill-advised procedure may be imagined, when it is told that a single item of property which was

sold for Rs 12,000, was afterwards mortgaged by the purchaser for Rs. 90,000 and is now offered for sale for Rs. 120,000. The aggregate amount held in trust under the joint administration of the Metran and the missionaries was, according to an account drawnup by Col. Fraser, the Resident, Rs. 62,000 in round numbers, exclusive of the estate of Munro Island. The Resident made a division of the amount himself, but the Madras Government directly him to abstain from making any division and, with the concurrence of the Supreme Government and of the Hon. Court of Directors, decided to settle the question by an arbitration.

- 23. A Committee of Arbitration consisting of three European members met at Cochin early in 1840. Out of the aggregate sum of Rs. 62,000, they awarded the lion's share amounting to Rs. 47,000 and odd to the missionaries to be administered by them and by the Secretary to the Corresponding Committee of the C. M. S. Madras, conjointly with the British Resident, "for the exclusive benefit of the Syrian Community." The bond for 3,000 Star Pagodas, invested in Government security in 1808, a sum of Rs. 8,000 granted by H. H. the Ranee of Travancore before the arrival of the missionaries, and an estate which was the patrimony of the former Syrian Bishops were all that were adjudged to the Metran; and even from this sum, a few thousands of Bupees were deducted of cover certain expenses alleged to have been made by the missionaries since the rupture.
- 24. The Syrian Metran (Mar Dionysius Chepat) "appealed against the award; but Government observed that "although the Metran did not bind himself as he ought to have done, by a formal document to abide by the decision of the Arbitrators, still, from the circumstance of his having agreed to submit his claims to arbitration and having himself nominated one of the Arbitrators, Government were of opinion that he should submit to the decision which has been passed by them and in consequence declined to interfere further in the matter" †
- 25. With reference to that part of the award in which the name of the British Resident of Travancore had appeared coupled

<sup>†</sup> Extract Min. of Cons. 15th July 1840.

with those of the Church missionaries as joint trustees of certain money and property adjudged to the latter, the Government directed the Resident not to associate himself in the administration of funds which were contested and disputed by the very parties for whose benefit they were raised, and at the same time, observed that under other circumstances, advantage might have resulted from the Resident being allowed to exercise some sort of supervision over the distribution of the sum granted by the Travancore Sirkar for the education of the Syrian Community, but that in the state of feelings that then existed, they thought that such superintendence should not be exercised and that the opinion of the Resident, if not officially connected with either of the contrading parties, would be esteemed more impartial than if he were a co-trustee with either.

- 26. The Hon. Court of Directors approved of the instructions issued to the Resident and considered that if the Syrian Metropolitan still refused to abide by the decision of the Arbitrators, the property in contention should be settled by a Court of Justice. The Court's view of the case was duly communicated to the Resident, §
- 27. Thercupon, the Resident reported that "the Metran of the Syrian Church was dissatisfied with the award of the Arbitrators" and that "in accordance with the decree of the Committee of arbitration, he disbursed from his treasury, the whole of the Funds awarded by them to the Missionary Society." ¶
- 28. The Government, in reply, again informed the Resident that those who had received the amount awarded to the missionaries should refund the same, in order that the contested property might be settled by a Court of Law. It was further observed that "the course appeared to be not only the most becoming under the circumstances of the case, but indispensable in the

<sup>§</sup> Despatch dated 3th Dec. 1841 No. 39, paras 10 & 11 & Board's Resolution on the above Despath dated 3oth March 1842.

Resident's letter dated 7th April 1842 No. 309.

ansence of the Hon. Court's sanction to the proceedings of the Arbitrators."

- 29. The Resident subsequently informed the Government that prior to a compliance with its requisition for a refund of the Fundapaid to the missionaries, it was the purpose of the Madras Committee of the C. M. Society to refer the matter to the parent Committee in England for their instructions.
- 30. The further proceedings of the case were brought to the notice of the Hon. Court of Directors, in reference to which they stated that they still held the opinion that the disputes between the contesting parties could only be settled by a Court of Justice. They observed further that it was much to be regretted that the larger part of the property in dispute should have been paid to the missionaries before the disputes were settled, as they feared that the difficulty of a settlement would be materially increased by the precentate dispusal of the property 2
- 31. General Cullen (Besident) afterwards reported that the aggregate sum paid over to the C. M. Society was Rs 47,484--3-93 and that the balance consisting of the loan acknowledgment for 3,000 Pagodas and a sum of Rs. 6,080, being the share of the proceeds of the sale of the Syrian College lands and property, allotted to the Syrian Community by theaward of the Arbitrators, had since that date, continued in the Residency Treasury.
- 32. The Resident further submitted that since the orders of the Hon. Court of Directors conveyed in Extract Min. of Cons. No. 380 of the 19th April 1842 were communicated to the Church Mission Society, no steps were taken by that Society to restore the funds which had been paid to them, nor the Munro Island, to the latter of which the then Syrian Metran Mar Athanasius had submitted a claim on the part of the Syrian College. The Resident, therefore, proposed, "to suggest to the members of the Church

<sup>\*</sup> Extract Min, of Cons. 19th April 1842, No 380

<sup>#</sup> Letter of 18th May 1842, No. 42 L

<sup>#</sup> Despatch of 30th May No 7 of 1843, para 76

<sup>†</sup> Letter of the 23rd Sept. 1853 No. 318, para 5.

Mission at Cottayam the restoration of Munro Island or its re-appropriation to the purposes originally contemplated, Viz the benefit of the Syrian Community." §

- 33. On the above communication from the Resident, the Government observed that the matters at issue between the Syrian Metropolitan and the missionaries were precisely in the position in which they stood on the receipt of the Despatch of the Hon. Court of Directors dated 30th May, No. 7 of 1843, wherein the Government were informed that in the opinion of the Court the disputes between the contesting parties could only be settled in a Court of Justice. †
- 34. "The Committee of the Church Mission Society were again requested to state what answer had been received from the Committee in England to their reference on the subject of a refund of the amount made over to the Society in 1842, and if the refund had been dis-allowed, for what cause."
- 35. But after a long delay of eight years, the Committee replied that they insisted upon the award being regarded "as conclusive and beyond the control of the governing authorities." They objected to the question being reopened, and declined to refund the property as required by the Hon. Court. It appears the Resident took no further steps for the sottlement of the question.
- 36. The above are the principal points in the history of the Syrian endowments once administered by the Syrian Metran and the C. M. S. missionaries conjointly. The following facts may be elucidated from the above extracts.
- (1) The separation between the Syrian Church and the missionaries was the result of the undue interference of the latter in the internals of the former.
- (2) The award of the Arbitrators has been annulled by a competent authority and has not the force of a legal decision.

<sup>§</sup> Letters dated 23rd Sept 1853, No. 318, paras 7 & 8

f Extr. Min. of Cons. dated 15th Jan 1854, No 8

<sup>&</sup>quot; Reply dated 14th July 1851, No. 21

- (3) It was not accepted by the Syrian Church.
  - (4) It was not binding on the Syrian Community.
- (5) The Syrians continued to complain against it and the complaint was accepted by the highest Authority in the Government.
  - (6) The question still remains undisposed of.
- (7) The terms of the award are not being carried out verbatum et literatum, in as much as the Resident who was nominated a cotrustee in the administration of the tunds adjudged to the missionaries, was forbidden to exercise that power.
- (8) It is left to the option of the Syrian Community to have recourse to a Court of Law.
- (9) The Court of Directors expressly directed to give intimation of the fact to the Syrian Metran, but the intermediate authorities suppressed it from his knowledge.
- (10) The present possession of the endowments by the missionaries after repeated requisition to refund, is not rightful.
- (1:) The preceptate disposal of the property by the Resident and the refusal of the C. M.S. to refund the same have materially increased the difficulty of settlement.
- (12) Through Mar Dionysius Chepat who was Metran at the date of the award, and after him, through his successor, the late. Mar Mathew Athanasius, the Syrian Community continued to advance their claim to the property in question.
- (13) General Cullen was of opinion that the Munro Island was not utilised by the missionaries for purposes originally contemplated, and accordingly, he proposed the necessity of restoring it to the Syrian Community.
- 37. I may here observe that, till very recently, the Syrian Community remained in utter darkness in respect of the final decision of the Court of Directors, which had annualed the award of the Arbitrators and directed that the parties might be instructed to settle the question through a Law Court. It appears the fact was not intimated to the Syrian Metran, most probably because the Hon. Court insisted upon a refund of the endowment by the missionaries, before the parties take action. It was the C. M. S. Committee's refusal to comply with this requisition, that prolonged

the question. Unaware of these facts, the Syrian Community continued to petition the Government against the award, declining to draw their share of the funds as adjudicated by the Arbitrators. This state of things continued till 1870, when Mar Mathew Athanasius, in whom the teachings of the missionaries had apparently taken some root, thought fit, in view of the dissensions in the Church, to strengthen his position by getting hold of the Syrian share, mutilated it was. The then Bishop of Madras prevailed upon the Resident, † to carry out the terms of the award without reference to the decision of the Court of Directors, which had and nulled the same; and though it was found that in consequence of the opposition of the orthodox party in the Church, no legal election of the trustees could be made as required by the award, the Resident took upon himself to nominate two trustees, in after violation of the terms of the award, I Thus, the Syrian portion of the fund was made over to Mar Athanasius in 1870, and the missionaries were elated with the hope that the award was formally accepted by the Syrian Community. In this connection, it has to be remembered that the assent or dissent of Mar Athanasia-, after having becasuperseded by a lawfully constituted Bishop curnot bind the Community. Besides, Mar Athanasius and his co-trustees accepted the award only to the extent of the interest of the Star Pagodas, 1 and even this supposed assent was examed without giving them any intimation of the final decision of the Hon. Court of Directors above referred to. Even now, but for the accidental discovery of certain Government records, our Community would have remained in ignorance of the facts stated in the above paras.

38. With these remarks, I humbly ask you, respected Sir, to consider what right the missionaries of the C. M. Society have over the funds and property granted by the Rocke of Travancore as an

<sup>\*</sup> Vide Rev. Henry Baker's letter to the Bishop of Madras published in "Colonial Church Chronicles" of October 1871

<sup>+</sup> Vide Do Do published in Do of Nov. 1870 p 440

T Resident's letter to the Govt, dated 16th Nov. 1939. No. 100, and the opinion of the Advocate General dated 17th, Dec. 1838, pera 2.

<sup>‡</sup> Deposition of the late Mar Thomas Atharasius and Co-trustee Chandapilla Catanar in the Seminary case (O. S. 439 of 1054 of Alleppey Court.)

endowment to the Syrian Seminary for the exclusive benefit of the Syrian Community. If they rest their right on the joint possession they once had, it was because our Community admitted them to a share in the management of the seminary on the bong fide impression that they would act true to the promise they had made when they sought a union with us, viz that they would not meddle with the doctrines, disciplines and liberty of our Church. If they depend on their joint or independent name in the trust deeds, it was in his or their capacity as Manager of the Seminary or as Secretary to the Committee of its administration-a capacity to which the missionaries do not and cannot advance a right of succession now. When they deviated from the promise which they had made as a condition of union, it was their duty to return the properties to the Syrians for whose exclusive benefit they were endoned by their kind donor. As long as they exercised cooperation with the Metran without infringement of the terms of anion, they had a right to a joint administration. But when they interfered with the internal and fundamental teachings and liberty of our Church, they forfeited whatever right they previously had.

39. Again, if the missionaries depend upon the award of the Arbitrators for their right of administration, what force has that award, when it was annulled by the Court of Directors? If they any they have a long possession, is not that possession illeral and usurpation on the face of the urgent and repeated orders of a competent authority for a refund, so as to enable the Syrians to establish their right by a Court of Justice-a way still open to them? If you say that the Syrians gave their assent to the award, my reply is no. Mar Dionysius Chepat, Metran of the period of separation continued complaining against the award as long as he exercised the duties of a Metran. His successor Mar Athanasius followed his footsteps; and it was only to secure his own threatened position that he gave a sort of qualified assent during the latter part of his rule. But even that assent had reference only to that portion of the endowment to which the missionaries were held to have had no manner of right. It was a time-serving consent, and it is also clear that the Community did not concur with him, in as much as the Resident could not get the votes of the Community for the election of co-trustees, but had to nominate them himself against the terms of the award.

40. I shall now come to another aspect of the case. It will be seen by a reference to the original records that the donations of H. H. the Ranee were intended for the political, moral and religious renovation of the Syrian Community to be achieved through the instrumentality of the Syrian college at Kottayam. \* The chief design of the college was, as stated above, "to prosecute the study of the Holy Scriptures and other religious books in the Syriac language, according to the custom of their (Syrian) sect" I It follows from these, that the grand object of renovation to be attained in the same college by the Rance's donations could not be effected in a way not identical with the designs of the college itself. of which they formed an endowment. The conclusion, therefore, is that the moral, political and religious renovation contemplated by H. H. the Rance was such as could be attained by secular and religious education that would not undermine the time-honoured enstoms, liberty and teaching of the Syrian sect. It cannot be argued for a moment that the Hindu donor who was totally ignorant of the schisms and differences that pervade various Christian sects, had ever contemplated the teaching of such ductrines and sweaping changes as were proposed by Bishop Wilson years after the endowments were made, or that the properties were bestowed for a purpose altogether alien to the designs of the Institution of which they formed an endowment. Such being the case, it is clear that the C. M. S. missionaries whose aims were and still are, as seen from their subsequent conduct, to introduce changes and heresies in the Syrian Church on the line proposed by Dr. Wilson and to make proselytes from it, cannot be legal trustees to carry out the intention of the endowment and of the college to which the properties were attached. I must, therefore, with great regret, assert that the C. M. S. missionaries, by their attempt to introduce schisms in the Syrian Church and to curtail our independence and by their proclaiming to the Syrian students doctrines and changes disapproved by the Syrian Community in a public Synod, have committed a breach of

<sup>\*</sup> Vide award of Arbitrators para 4.

T Do Do para 3.

trust and have disqualified themselves for its administration, even if they had a right jointly or independently.

41. A third aspect of the case. I have already stated that the disputed funds were intended for the exclusive benefit of the Syrian Community. The trust as now administered by the mirsionaries is not applied for this exclusive purpose. By Syrian Coinmunity is meant that Community which follows the doctrines and tenets of the ancient Church as taught and believed at and about the time the endowment was made. This, no doubt, was the Jacobite Syrian Church. It may, in this connection, be argued that the term Syrian Community applies to all persons of whatever creed that are Syrians by nationality. This is a fallacious interpretation, if I may use that word. When H. H. the Rance invested the fund, there were two sections of Syrians considered as a nation, viz the Jacobite and the Roman Catholic Syrians. Neither during the time the funds were administered jointly in the Syrian college nor after the separation was the term, as used in the deed of endowment, construed as applicable to the latter sect, and never were they regarded as beneficiaries of the trust. The expression "Syrian Community," as understood by the donor, by the administrators, and by the missionaries, at and about the time the donation was made, was exclusively applied to the Syrian Christians for whom the old Syrian college was founded and who followed the tenets and doctrines of the Church over which the Metropolitan founder of the college exercised spiscopal jurisdiction. Col. Munro, who was instrumental in bringing down the missionaries and in founding the endowments, was in favour "of maintaining the integrity of the Syrian Church as a separate establishment standing, as it has done, for so many ages, a bright monument of Christian Truth, in the midst of the darkest scenes of idolatry and wickedness." In exercising his good offices in behalf of the Community, he did not mean to help the Syrians as a nation but only as a religious body. "The Roman Catholics," he writes, "especially the Syrian Communities still united to them would be induced by the great melioration of the religious and temporal state of the Sprians, to join them." † These extracts show that Col. Munro was satisfied with

<sup>†</sup> Col, Munro's Report dated 30th March 1818.

the truth and orthodoxy of the doctrines of the Syrian Church. that all that he desired was an infusion of life in the Syrian Church "morally, regliously and politically," and that the Syrian Com. munity as a nation was never in his contemplation when he induced H. H. the Rance to found the endowments. On the other hand, he even aimed at the conversion of other religious bodies in the Syrian nation into the Syrian Church. Now, that Church or Community which Col. Munro and H. H. the Rance desired to help was the Jacobite Syrian Community. \* Dr. Kerr, who visited Malabar in 1806, divides the then Christians on the Malabar Coast into three denominations, viz "(1) St. Thome or Jacobite Christians, (2) Syrian Roman Catholics, (3) Latin Church," † Dr. Buchanan designates the Syrian Christians "Jacobitæ" and says that their proper denomination is "Syrian Christians or the Syrian Church of Malayala." I Mar Dionysius Punnathara with whom your missionaries had a hearty co-operation in the administration of the trust styles himself "Metro--politan of the Jacobite Syrian Church in Malabar under the jurisdicton of Mar Ignatius Patriarch of Antioch in Syria." t

42. If the term "Syrian Community," as used at the time the endowments were made be explicable in a national point of view, the Aribitrators were Laying down a meaningless or unworkable system when they decided that the Collego trustees should be "a clergyman and a layman of the Syrian persuasion to be elected by the Syrian Community." § Also compare the expressions "Metropolitan, head of the whole Syrian Community." and other similar expressions throughout the award." ¶ Further, it has been decided by Courts of Law in Transnoore that the Syrian Community at the date of the endowments was Jacobite and that the Jacobite

<sup>·</sup> Vide Rev. Henry Baker's letters to the Bishop of Madras above referred to.

<sup>+</sup> Vide his report at page I45 of Buchanan's Christian Researches.

Christian Researches p. 124.

t Missionary Register for 1822.

<sup>§</sup> Award para 2,

Do paras 3, 6, 7, 14 etc.

ection is the lawful beneficiary body contemplated in the award. †
The necessary conclusion from the above facts is that the Syrian
Community for whom the endowments were made was the
Jacobite Syrian Community of Malabar. The subsequent secessions
into Syro-Protestants, Athanasian schismatics, six years' party
Salvationists, Baptists, Brothers &c, all of whom claim the epithet,
"Syrian" as an adjunct to their respective designations, could not
have been contemplated or dreamed of by the kind donors.

43. Is the trust as administered by the C. M. S. missionaries applied for this exclusive benefit? You cannot, Sir, answer this question in the affirmative. On the other hand, your missionaries abuse it for purposes altogether alien, uncalled for and unwarranted. The C. M. S. College at Kottayam is the Institution where the proceeds of the trust funds are now utilised by the missionaries. The College was for many years known as "the C. M. S. Syrian College." What must have been the motive of the missionaries in changing that name into the "C. M. S. College," you may imagine for yourself. In further proof of the abuse of funds. I may multiply pages after pages with instances of successive Principals of your college teaching their orthodox Jacobite Syrian students. doctrines contrary to those of their mother Church; compelling them to yield themselves to be confirmed in the Anglican faith by an Anglican Bishop against their own will and the will of their parents or guardians; obliging them to partake of the Lord's Supper as administered by the Church of England; forcing them to repeat the Athanasian and Nicene creeds as embodied in the Book of Common Prayer with the filioque clause which was the cause of the schizm between the Eastern and the Western Churches; depriving them of their scholarship by reason of their marriages in Syrian churches according to the Syrian custom; excluding them from the liberty of competing for scholarships issued from the proceeds of the very funds in question, and limiting those scholarships to Protestants. &c. This mode of abusing the endowment is impliedly admitted by the chapter to the Anglican Bishop of

<sup>†</sup> Read judgments of the Royal Court with appeal in Travancore in A. S. No. 3 of 1061, of the High Court of Travancore in A. S. No. 125 of 1075 and of the District Court of Travancirum in O. S. No. 25 of 1075.

Travancore and Cochin in a letter published in the Christian Patrict of the 21st June 1902, in which he says that one of the aims by the C. M. S. in the Kottayam college which offers attractive scholarships to the Syrians" is to e eet "internal recomes both of doctrine, and practice in ithe ancient Syrian Church."

- 44: According to the award, the Syrian College, the three thousand Star Pagodas and other items are "the properties of the Syrian Community" and are to be held by trustees "for the exclusive benefit of the Syrian Community" I According to the same award, the Travancore Ranee's endowments were made for the support of the Syrian College and are to be held by the missionaries "for the exclusive benefit of the Syrian Community" In other words, both sets of properties are to be held on the same level in respect of their beneficiaries. But if the Syrians who have joined the Protestant Church, are not beneficiaries of the former, and if, n spite of national claims set up by certain bodies in the Community. Courts have held that the Jacobites alone are their real beneficiaries, how the Syro-Protestants and other non-Jacobite Syrian sects can have a right to the Rance's endowments. by reason of their nationality, it is for you to explain.
- 45. The advantages derived from funds invested for the exclusive benefit of the Jacobite Syrians are enjoyed by Protestants and Hindu Converts. If the orthodox also reap any benefit, there is nothing exclusive in it. They have to pay the same rate of fees and bear the same expenses as a Hindu or a Roman Catholic student to enable them to study in a college supported by funds endowed for their exclusive benefit; while the children of Syro-Protestants and Hindu converts are allowed to proceed for half the usual rate of fees, if their parents can assert the right of being Mission Agents, i.e. those under the employment of the Mission. Thus, a trust for an exclusive purpose is employed to carry out the exclusive designs of the missionaries. May I ask you, Sir, to consider whether this system of administration deliberately adopted

<sup>7</sup> Vide Report of the C. M. S. College for 1883 and the revised rule s of the College passed in that year. See also "the Christian Patriot" of the 24th May 1902.

<sup>#</sup> Vide paras 2, 7, 8 &c.

Vide paras 4, 12 &c.

by your missionaries is not a grave breach of trust, disqualifying them to hold the position of trustees of the funds is question.

- 46. Again, a fourth aspect of the case. I have already pointed out that the old Syrian College was started for the education of the Syrian clergy in the Syrian language and the Scriptu es and other religious books in that language according to the customs and teachings of the Syrian Church, and that the Rance's douations could not have been intended for a purpose not identical with the designs of the institution of which they formed an endowment of support. When the missionaries were put in charge of these properties by the Arbitrators, they full well understood the terms of the trust and interpreted it in the same sense in which I have done above. Hence, for many years, they maintained a Syriac class and a Syriar Professor in their college, to impart instructions in the Syriac language and books, to candidates preparing for Holy Orders in the Syrian Church; and so long as the Syriac class existed, the college also was designated "the C. M. S. Syrian College's
- 47. You know Syriac is the religious and liturgical language of the Syrian Church, and as such, knowledge of that language and of books in it is indispensably necessary to all aspirants of ordination. One of the changes proposed by Bishop Wilson was the removal of the Syriac language from the services of the Church. To give full vent to this proposal and to utilise the money spent on Syriac for the carrying out of their own designs, the missionaries closed for ever the doors of their college to all that seek instruction in that language; and with a view to remove a seeming inconsistency, they converted the name "C. M. S. Syrian College" into "the C. M. S. Collega." Is not this another deliberate breach of trust?
- 48. One more point, and I shall close this part of the case. Suppose, for mere sake of argument, that by virtue of the award, you have a right to administer the trust. Do you act in conformity to the terms of the award in whatever sense you may interpret it. The Arbitrators have adjudged to you several items in money and landed property. In the case of some of them, they have expressly stated the purposes for which the money is to be utilized. Among the purposes for which the fourth iten in the award viz Rs. 14055.

1-6 is adjudged are included the education of ordained candidates and the construction and enlargement of churches. It must be remembered that when this fund was endowed, the C. M. Society had not the express intention of establishing a branch of their Church in the field occupied by the Syrians, and the fund was collected for use of the Syrian Church and, therefore, formed parof the common endowment of the Syrians, jointly administered Their donors' intentions were the education of those ordained in the Syrian Church and the construction and repair of Syrian church buildings. How are the proceeds of this fund now spend You may say you spend them in the education of those ordained in the Church of England and in the construction of their churches. The mere fact that your missionaries hold the trusteeshi: of this fund does not entitle you to use it for a purpose not contemplated by the donors. The Arbitrators awarded that sum to you in the same manner as they did with Rance's endowments. I you say you hold the latter trust for Syrians of all creeds and denominations, the same must be the case with the tormer. Have you erected or enlarged any church belonging to any denomination of the Syrians other than the Anglicant Have you spent any pic of this fund for the education of any ordained candidates other than those of the Anglican Church? Is not this a breach of trust1

49. Then again, according to para 9 of the award, the chapel attached to the present C. M. S. College was constructed with the fund set apart from the general fund of the old Syrian College and that chapel is to be used "for the exclusive benefit of the Syrian Community and their successors," on the same condition as the chapel attached to the old Syrian College was used when it was under the partial jurisdiction of the missionaries. Now, the last mentioned chapel was used for Syrian services, the only prerogative, the missionaries had, being the right of nominating the officiating priests from the College Malpans. Hence, the chapel attached to the C. M. S. college and adjudicated for the exclusive benefit of the Syrian Community cannot be employed for any service other than that of the Syrian rite and by any priest other than one of Syrian persuasion. Is this, I ask, the way in which he chapel is now used?

50. Having thus far proved the incapacity of your missionaries to administer the Syrian trust funds, I shall next offer a few remarks to show the result of your missionary administration of the trust. As already pointed out, the Syrian College at Kottayam and its endowments were intended for the religious, social and political renovation of the Jacobite Syrian Community in assimulation to their time-honoured customs and practices; and preperties subsequently added by donations could not have been designed for an antagonistic purpose. The missionaries were admitted to co-operation on the firm confidence that European influence and advice would help to accomplish these ends with as much rapidity and thoroughness as possible. Unfortunately, their subsequent conduct was so ill-advised that they appeared to our Community as equivocators and double-dealers as far as the promise made by Dr. Buchanan as a condition of union was concerned. The missionary interference, instead of producing the desired effect, led to the split of our Community into several rival factions. The missionaries whose duty was, in imitation of their great leader the Apostle St. Paul, to strive "to preach the Gospel not where Christ was named, lest they should build upon another man's foundation", . began to preach the Gospel to those in whom Christ was already named, and built their house upon the foundation laid by St. Thomas and his Syrian successors, and for that purpose they snatched the very tools with which the latter were ouilding. The Syrians are deprived of their funds, the missionaries appropriated them and use the same to increase schisms in the Syrian Church, to make proselytes from it and to help and support schismatics. Those in whose veins Syrian blood run's and for whose exclusive benefit the trust was created are held on no better level than with Nairs or Brahmins, while converts to the . Church of England, from whatever caste or creed they may be, are fattened with the bread of the children.

51. In the above pages, I have dealt with the trust funds in general. I shall next take up some of the important items of the

<sup>\*</sup> Rom. XV. 20.

funds with which we are particularly interested, and show how far the Arbitrators were reasonable in alloting them to the missionaries.

52. Rs. 21,000. This was a sum granted in the year 1818 by the Travancore Government as an endowment for the support of the Surian Seminary. I The deed of this sum was in the joint names of the Metran and one of the missionaries. The Arbitrators awarded it to the missionaries on the presumption that "the benefactions then and subsequently granted by the liberality of the Travancore Government would never have been conferred on the Syrians irrespectively of those means, viz the instruction to be afforded by the English Missionaries" (vide Award para 4.) This, I submit, is an argument based upon a wrong hypothesis. A glance over para S of the award brings to our view, that some years before the arrival of the missionaries in Travancore, the local Government had granted the Syrian Metran a sum of Rs. 8000 for the purpose of prosecuting "the study of the Holy Scriptures according to the custom of their sect." Here we have an instance of a grant conferred on the Syrian Metran irrespectively of "the means of instruction to be afforded by English Missionaries." If further proofs be necessary, I may point out many churches with endowments founded by our Hindu sovereigns during comparatively darker ages. when European missionaries had not even set their feet on the shores of India. These, coupled with the fact that the grant of Rs. 21,000 was issued "with a direction by Col. Munro to the Revd. Bailey to invest it in lands and to assume the direction and manage. ment of this and all other funds (including, of course, the undisputed Star Pagodas) belonging to the College, employing with him a committee of the principal authorities attached to it ; most clearly show that the kind donor never meant that the fund could only have been employed for missionary instruction or that it could not be used for an instruction without the instrumentality of missionaries. On the other hand, the Revd. Mr. Bailey was, at the time, manager of the Seminary by consent of the Metran. He

T Vide award para 4,

<sup>‡</sup> Award para 4.

was, therefore, asked to assume, in that capacity, the management of the fund then newly granted; and with a view to check his autocracy, Col. Munro was sagacious enough to bind him with a committee of the principal authorities of the Seminary, who were unexceptionally native Syrians. \* Had the donor meant to limit the expense of the proceeds of this fund to the instruction that European missionaries alone could afford, Col. Munro would never have directed Mr. Bailey to assume charge of this and all other funds (including those which were not limited to European missionary instruction) and to manage them in common with a committee of native Syrians.

53. The Munio Island. The Arbitrators have awarded this property also to the missionaries on the ground that the Nect of the property was in the name of the Revd. Joseph Fenn to be enjoved by him and his successors in anubogam tenure, (vide award para 12.) With regard to this also, they are guilty of a gross misunderstanding. If we are to rely on the mere wording of the Neet, the presumption is that H. H. the Range granted the land in anubogam tenure, as is usual with the sovereign of Travancore to the Revd. Mr. Fenn and his children to be privately enjoyed as a mark of royal favour. This is the correct construction, if we were to rely on the mere wording of the Neet and compare the same with thousands of others issued to roval favourites. But in the present case, it is admitted on all hands that the grant was Let intended as a mark of royal favour towards Mr. Fenn and his family for service as a courtier. The Neet, therefore, must be construed as having been granted to Mr. Fenn in his implied capacity as chairman or secretary of the committee that managed the Seminary affairs, to be used for education by him and his successors in the management of the Syrian Seminary whoever they may be, for the exclusive benefit of the Community. I can point out puttahs of Seminary properties registered in the name of one Itty Ittoop with no further qualifying words, because that man held the office of manager in the Seminary at the time the puttalis were issued. (See for instance the puttah of Nenthravely

<sup>.-</sup>Vide para 20 of the award.

land in the possession of the Metropolitan). The conclusion, therefore to be arrived at from the above circumstances is that the Meet was issued in the name of Mr. Fenn as Manager of the Seminary for the time being, and that this fact cannot confer on him or his missionary successors any right to the property comprised in it to the exclusion of the Syrian Metropolitan. The succession to the office of management devolves on the person or persons appointed by the lawful authorities of the Seminary elected by the Community, the missionaries having forfeited that right by reasons stated in the previous pages. I may further remark that until very recently, it was never the practice of the Travancore Government to issue puttals or Neets of properties in the names of more than one person. Even in the case of private family properties to which several co-ordinate brothers or consins are entitled, the registry would always stand in the name of one, either the senior or the managing member.

51. The next point I have to discuss is whether the Syrian Christians are in a position to administer the trust to the satisfaction of the donor's intention. I do not see any incapacity in them. To my mind, they are in a better position than the missionaries to execute the trust to its very intent and purpose. You are perhaps informed of the existence of a Syrian Institution at Kottayam called "the Mar Dionysius Seminary." Here Syrian youths are educated to all intents and purposes of the endowments that are now in the possession of the missionaries. All that is required to satisfy the design of the donor is a system of instruction that will conduce to the political, moral and religious renovation of the Syrian Community in assimulation to the time-honoured doctrines and disciplines of the Jacobite Syrian Church. This is and can be better achieved in the Mar Dionysius Seminary than in any Institution conducted by the missionaries. It is a High School recognised by the University of Madras and is conducted under proper management and by approved teachers. A sound liberal education is imparted, preparing students for University Examination. Scriptures and religious books are taught in Syriac, Malayalam and English. Deacons and candidates for ordination are instructed in the Syriac language also by duly appointed Malpans. In short, all

the requirements confemplated by the donors of the Syrian funds ore satisfactorily accomplished in this Seminary. If famils would permit, it is our intention to raise it to the status of a college. Can the C. M. S. College, supported by Syrian funds, claim an equality with the Mar Dionsysius Seminary, in the satisfactory accomplishment of the requirements of the trust? I have clearly pointed out in the above pages that the C. M. S. College does not conform to the terms of the trust and that the missionaries are not elligible to accomplish its designs. If the Rance of Travancore could trust the Syrian Metran to execute the designs of her donation of Rs. 8000 granted before the arrival of the missionaries in this country, why not now when our Church is governed by better educated and experienced superiors, surrounded by liberally educated supporters, assisted by a Committee of competent persons, and provided with institutions better adapted to the trust than the missionary Institution? I would also refer you in this connection to the advice given by Dr. Whitehead, Bishop of Madras, to the students of the Bishop Corry's High School, in his speech delivered as chairman of the prize distribution meeting held in 1900, to the effect that it is much better for every Christian boy to study in schools conducted by men of his own faith and denomination than in one under the management of a different denomination.

55. Leaving aside for the present all consideration of the points discussed in the previous pages, I beg to invite your attention to another important aspect of the question. The endowments in dispute are the properties of the Syrian Church. You have neither a proprietory right nor a beneficiary interest in them. The only claim that you can advance is that of an administrator, appointed to look after the properties of a minor. The express references in Col. Munro's report to the impotency of the Syrians as "a fallen Church" and his anxiety "to restore them to the High station which they formerly occupied," through the conclusion that the position of your missionaries, sufficiently justify the conclusion that the position of your missionaries in the administration of these properties is simply that of a warder to a minor. I say, I am no more a minor; I have attained my full majority and am quite able to look after my business

without the help of a warder. Deliver me my properties back is my present request. Will you kindly do so or not is the only question.

56. I beg further to inform you that the Syrian Community have attained a position to respect their prestige, maintain their liberty and assert their claims. Hitherto, they were kept in gnorance of the decision of the Honourable Court of Directors on the award of Arbitrators and of the subsequent proceedings of the authorities concerned. Now happily, though accidently, the secrets are revealed and they are provided with necessary weapons to assert their right by legal means, if necessary. I have, therefore, hambly to intimate to you in the name of the Community, that if no amicable settlement of the question can be arrived at within a reasonable time, the Syrian Community are prepared to take legal action against you and your missionaries that are concerned in the matter.

57. As followers of the Lord of Peace, we are reluctant to fight with Christian brethren in a Hinda Court of Law, but we will be led to it, if the Society unfortunately turn deaf to our lawful complaints. I, therefore, request you, dear Sir, to consider the critical position in which your missionaries are in respect of the administration of the Syrian endowments; and I carnestly pray the Committee of the Church Missionary Society throught you, its Secretary, to direct the missionaries in Travancore to give over charge of the administration of the Syrian trust properties in your possession to the Most Revd. Mar Dionysius, the only recognised head and Metropolitan of the Syrian Church of Malabar, to be administered by him and his Committee for the exclusive benefit of the Syrian Community.

In conclusion, I beg to intimate to you that I am prepared to give you any further informations and to hold further communications with you, if desired, for an amicable settlement of the question. May God Almighty who worked so many wonders for the protection of the flock of His Apostle St. Thomas in the dark land of Malabar, through the vicissitudes of nineteen centuries,

open the heart of the Society for the glory of the Syrian Branch of His Universal Church and for an amicable settlement of the question that had been so long perplexing her.

Delieve me
Reverend Sir
Your most obedient Servant
E. M. PHILIP
Secretary to the Malabar Jacobite
Syrian Association.

Kottayam, Travancore

St. Thomas Day 3rd Thomos-16th July 1902,